

# **EXHIBIT 5**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

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JEFF YOUNG, individually       )  
And on behalf of all other    )  
Similarly situated,            )  
                                Plaintiffs,    ) No. 4:17-CV-06252-YGR  
                                vs.                )  
CREE, INC.,                        )  
                                Defendants.       )  
\_\_\_\_\_ )

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DEPOSITION OF JEFFRY YOUNG

September 18, 2018

Reported by: DENNIS M. SOUZA, CSR #3893

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## I N D E X

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Deposition of: JEFFRY YOUNG

Examination by: Mr. Richter

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Examination by: Mr. Woods

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## EXHIBITS MARKED FOR IDENTIFICATION

1	1	(Defendant Cree, Inc.'s Amended Notice	
2		Of Deposition of Plaintiff Jeff Young)	19
3	2	(E-mail dated August 6, 2016 to Jeff	
4		Young from Cree Customer Support)	21
5	3	(Class Action Complaint Jury Trial Demand)	63
6	4	(Amended Class Action Complaint Jury Trial	
7		Demand)	80
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1 MR. WOODS: No. 10:44

2 THE WITNESS: I misunderstood. I would have 10:44

3 expected it to, yes; no, I don't understand that. 10:44

4 MR. RICHTER: Q. But then that is what the 10:44

5 warranty is for, right, because if it doesn't last 10:44

6 100,000 miles you take it back to the dealer and they 10:44

7 fix it, right? 10:44

8 A. A fair statement; that it will be fixed if it 10:44

9 doesn't last. 10:44

10 Q. That is what I am getting at, Mr. Young. 10:44

11 A. I see. 10:44

12 Q. You see what I am saying? 10:44

13 A. Now, yeah. 10:44

14 Q. In other words, just because somebody says my 10:44

15 power train warranty is going to last 100,000 miles, 10:44

16 there may be some problems with the car or defect with 10:44

17 the car, not every car is perfect, but what the 10:45

18 manufacturer is saying is: Hey, if it breaks, come 10:45

19 back, we will fix it, right? 10:45

20 A. I understand. 10:45

21 MR. WOODS: Calls for speculation. Objection 10:45

22 to form. You can answer. 10:45

23 MR. RICHTER: Q. I am going to ask the 10:45

24 question again just so we are clear. 10:45

25 In other words, when you see a warranty for a 10:45

1 product you buy and say it is a ten-year, let's just 10:45  
2 say a 100,000-mile power train warranty, you don't 10:45  
3 understand and expect that every single car lasts 10:45  
4 100,000 miles in the power train, some of them are 10:45  
5 going to break. And what happens then is the 10:45  
6 manufacturer fixes it, right? 10:45

7 MR. WOODS: Calls for speculation. Object to 10:45  
8 form. You can answer. 10:45

9 THE WITNESS: I can answer? 10:45

10 MR. WOODS: Yes. 10:45

11 THE WITNESS: Yes. I would expect that it 10:45  
12 would just be fixed. 10:45

13 MR. WOODS: Sorry, unless I tell you not to 10:45  
14 answer, you can answer. 10:45

15 THE WITNESS: Okay. 10:45

16 MR. RICHTER: Q. Yeah. I forgot to go over 10:45  
17 that. 10:46

18 A. Oh, boy, that is not what they do -- that is 10:46  
19 right. We don't have a judge here. Why don't you 10:46  
20 speak up. 10:46

21 Q. He can't rule on client's objections. 10:46

22 A. Oh, come on. 10:46

23 Q. Let's go back to -- 10:46

24 So your practice is with light bulbs and not 10:46  
25 just CREE light bulbs, but LED light bulbs that you 10:46

1 middle at line 13 called Individual Plaintiff Facts. 11:31

2 Do you see that? 11:31

3 A. Yes. 11:31

4 Q. Is this the section that you read about you? 11:31

5 A. Yes. 11:31

6 Q. It is three sentences, right? 11:31

7 A. Okay. Yeah. 11:31

8 Q. Did you read this to make sure it was 11:31

9 accurate? 11:31

10 A. Yes. 11:31

11 Q. It says here: Plaintiff -- 11:32

12 A. It wasn't accurate. 11:32

13 Q. It what? 11:32

14 A. It was not accurate. 11:32

15 MR. WOODS: Wait for him to ask the question. 11:32

16 THE WITNESS: Okay, sorry. 11:32

17 MR. RICHTER: Q. Yeah, this isn't accurate, 11:32

18 is it? 11:32

19 A. No. 11:32

20 Q. Did you tell -- did you make a change? 11:32

21 A. I didn't -- no. I didn't. 11:32

22 Q. Did you tell anybody: This is isn't 11:32

23 accurate? 11:32

24 A. I can't -- I don't think I should answer 11:32

25 that. 11:32

1 it. 11:33

2 Oh, no, I could be wrong. Sorry, I have got 11:33

3 to wing it here a little bit. 11:33

4 I didn't remember where I bought the bulbs, 11:33

5 that was the problem. I didn't know if I bought them 11:33

6 at Home Depot or I bought them at Walmart. 11:33

7 I hadn't reinspected the fine print on that. 11:33

8 I know I am winging it but that's how it 11:33

9 occurred, that is why the error occurred. 11:33

10 I thought that I bought it at Walmart or 11:33

11 could have bought it at Walmart as opposed to 11:33

12 Home Depot. 11:33

13 MR. RICHTER: Q. So at the time you reviewed 11:33

14 this complaint before it was filed, you thought you 11:33

15 could have bought it at Walmart? 11:33

16 A. Yeah. I thought it might have been accurate 11:33

17 back then. 11:33

18 Q. Is it accurate that you purchased three 11:34

19 100-watt standard A-type bulbs on or about April 15th? 11:34

20 A. I bought them at different times. 11:34

21 Q. So you didn't buy three in April of 2015, did 11:34

22 you? 11:34

23 MR. WOODS: Objection. Mischaracterizes the 11:34

24 testimony, argumentative, you can answer. 11:34

25 THE WITNESS: No. I did not, no. I bought 11:34



1 A. I used to. 11:44

2 Q. When? 11:44

3 A. Years ago. 11:44

4 Q. Did you buy any of these three bulbs on-line? 11:44

5 A. No. 11:44

6 Q. So you bought these three bulbs in a store? 11:44

7 A. Yes, for sure. 11:45

8 Q. And you don't recall where? You recall one 11:45

9 was Home Depot, right? 11:45

10 A. I don't recall that. I am going because it 11:45

11 says "Home Depot." I don't have any specific 11:45

12 recollection of buying any of these bulbs. 11:45

13 Q. Then it goes on to say here within months all 11:45

14 three bulbs burned out. Right? 11:45

15 A. Yes. 11:45

16 Q. Well, was it months or was it a year? 11:45

17 A. Don't know. 11:45

18 Q. Did you remember writing an E-mail to CREE on 11:45

19 their web site and complaining about the bulbs? 11:45

20 A. I actually don't remember it. 11:45

21 Q. Do you remember filling out information on 11:45

22 the web site that caused you to get Exhibit 2 in 11:45

23 response? 11:45

24 A. No recollection of that at all. 11:45

25 Q. We will go into that later. 11:46

1 the exact numbers. 11:51

2 Q. Representations that the bulb would perform 11:51

3 better than less expensive LED and non-LED bulbs, 11:51

4 right? 11:51

5 A. Yeah. Absolutely. 11:52

6 Q. And representations that the bulbs were 11:52

7 guaranteed and/or warranted for performance? 11:52

8 A. Right. 11:52

9 Q. You saw that? 11:52

10 A. Yes. 11:52

11 Q. Look at the next paragraph. It says: "In 11:52

12 addition, Mr. Young viewed some internet and 11:52

13 television advertisements by CREE prior to 11:52

14 purchasing." Is that accurate? 11:52

15 A. I don't know that it was CREE. I saw 11:52

16 advertisements representing LED light bulbs. 11:52

17 Q. On TV? 11:52

18 A. On TV. 11:52

19 Q. What about internet? 11:52

20 A. Oh, yeah. 11:52

21 Q. You saw ads on the internet? 11:52

22 A. Oh, yeah, yeah. 11:52

23 Q. But I thought you testified earlier that you 11:52

24 don't recall any CREE ads on the internet? 11:52

25 MR. WOODS: Objection, mischaracterizes the 11:52

1 testimony. You can answer. 11:52

2 THE WITNESS: Yeah. I don't remember if 11:52

3 CREE, specifically. I don't remember any, 11:52

4 specifically, I just know I have seen them. 11:52

5 MR. RICHTER: Q. You've seen ads on the TV? 11:52

6 A. And the internet for LED bulbs. 11:52

7 Q. And you saw these ads before you bought the 11:53

8 CREE bulbs? 11:53

9 A. Yes. 11:53

10 Q. How long before? 11:53

11 A. I have no idea, years maybe. 11:53

12 Q. Years maybe? 11:53

13 A. Yeah. 11:53

14 Q. Did those ads contain any representations 11:53

15 about the length of time the bulbs would last or the 11:53

16 quality of the light or anything like that? 11:53

17 MR. WOODS: Object to form. You can answer. 11:53

18 THE WITNESS: Yes. 11:53

19 MR. RICHTER: Q. They did? 11:53

20 A. Yes. 11:53

21 Q. And you remembered that when you bought the 11:53

22 CREE bulbs? 11:53

23 A. Yes. 11:53

24 Q. Even though you don't remember that those ads 11:53

25 had anything to do with CREE? 11:53



1 Q. And again, let me go back now to make sure we 11:54  
2 are on the same page. 11:54  
3 A. Okay. 11:54  
4 Q. It says representations that the bulbs would 11:54  
5 last up to 25 times longer than incandescent bulbs. 11:54  
6 Do you remember ever seeing that in a television or an 11:54  
7 internet ad? 11:54  
8 A. Not specifically, not those numbers. 11:54  
9 Q. Did you rely on anything like that from a 11:54  
10 television or internet ad in purchasing the CREE 11:54  
11 bulbs? 11:55  
12 A. No. Just in purchasing LEDs in general. 11:55  
13 Q. What you relied on for purchasing the CREE 11:55  
14 bulbs is you looked at the -- 11:55  
15 A. Sorry. 11:55  
16 Q. No worries. What you relied on you said in 11:55  
17 purchasing the CREE bulbs is you looked at the 11:55  
18 package, right? 11:55  
19 A. Right. 11:55  
20 Q. All right. It says next that you attempted 11:55  
21 to contact CREE to request replacement but you were 11:55  
22 unsuccessful through their web site. 11:55  
23 A. Yes. 11:55  
24 Q. So you did contact CREE eventually through 11:55  
25 their web site, right? 11:56



1 Q. In other words, a complaint is a pleading. 01:22

2 A. Oh, yeah, I have reviewed complaints, yes. 01:22

3 Q. Have you kept abreast of what is going on in 01:23

4 this case? 01:23

5 A. Not as well as I should have. 01:23

6 Q. Do you know where this case was filed in 01:23

7 court? 01:23

8 A. No. I know it is filed in a court. 01:23

9 Q. Do you know which court? 01:23

10 A. In San Francisco. I could be wrong. 01:23

11 Q. Do you know if it is Federal or State Court? 01:23

12 A. I do not. 01:23

13 Q. Were you consulted about where this case 01:23

14 should be filed? 01:23

15 MR. WOODS: Objection. 01:23

16 MR. RICHTER: Q. Yes or no. 01:23

17 MR. WOODS: Objection. Invades 01:23

18 attorney-client privilege. Don't answer. 01:23

19 MR. RICHTER: Q. Okay. Do you know that 01:23

20 there were motions to dismiss the complaint in this 01:23

21 case? 01:23

22 A. I heard something about that. 01:23

23 Q. Do you know what the rulings were? 01:23

24 A. I assume -- it wasn't dismissed because we 01:23

25 are here but no, I do not know. Sorry. 01:23